

AMENDMENT OF LEASE AND  
ASSIGNMENT OF SUBLEASE

---

This Amendment of Lease and Assignment of Sublease is executed in duplicate this 14<sup>th</sup> day of December, 1971 between King County, a legal subdivision of the State of Washington (the "County"), and The Boeing Company, a Delaware corporation ("Boeing") with reference to the following:

A. The County and Boeing heretofore entered into a Lease dated September 14, 1955 pursuant to Order recorded in Volume 56 of King County Commissioner's records, page 49, which Lease is recorded in Volume 277, page 315 of Miscellaneous, and Volume 151, page 187, of Leases, the records of the Auditor of King County, Washington, which Lease has been amended from time to time (as amended, the "Lease"). Under the Lease the County leased to Boeing certain property (the "Leased Property") located on or in the vicinity of the King County Airport and granted to Boeing certain interests, rights and privileges more particularly described in the Lease.

B. Included as a portion of the Leased Property was a parcel designated as Area No. 5.

*file: Custom Bilt Products*

SEE KC Bldgs - Ellis Ave Bldg  
*for fully executed copy of this*

C. Under the terms of the Lease, Boeing may, from time to time, terminate the Lease as to any portion or portions of the Leased Property.

D. By Sublease dated March 17, 1971, Boeing sublet to Custom-Bilt Products Co., Inc., a Washington corporation, a portion of Area No. 5, all in accordance with the terms of the Lease and the approval of the County.

E. The County and Boeing desire to delete Area No. 5 from the Leased Property under the Lease, and to make the appropriate adjustments to the yearly amount paid as rental. In addition, Boeing desires to assign and the County desires to assume the rights and obligations of Boeing under the Sublease with Custom-Bilt Products Co., Inc.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the County and Boeing mutually agree as follows:

1. Deletion of Area No. 5 from the Lease.

1.1 Effective January 1, 1972, Boeing conveys, assigns and releases to the County that portion of the Leased Property under the Lease identified therein and herein as "Area No. 5."

1.2 As of January 1, 1972, all of the respective rights, duties and obligations of Boeing and the County under the Lease as to Area No. 5 shall be deemed terminated, and the Lease is

amended to exclude Area No. 5 from the Leased Property.

1.3 The County hereby waives any requirement of notice as to termination of the Lease as to Area No. 5.

1.4 As of January 1, 1972, the amount of rental (the "Yearly Amount") to be paid by Boeing for the Leased Property and the interest, rights and privileges granted under the Lease, until next readjusted in accordance with the terms of the Lease, shall be \$161,309.00 per year, payable as required under the Lease.

1.5 Except as amended by this instrument, the Lease is, in all respects, confirmed and ratified and remains in full force and effect.

2. Steam.

Upon request of the County, but only so long as steam is available, Boeing shall supply steam to Building No. 3-280 located on Area No. 5, and the County shall pay Boeing therefor a sum equal to the applicable Seattle steam rate as the same may from time to time be adjusted or changed.

3. Assignment of Sublease.

Effective January 1, 1972, Boeing assigns to the County and the County assumes all of Boeing's rights and obligations under the Sublease with Custom-Bilt referred to above, and the County covenants and agrees to faithfully perform all of Boeing's obligations as lessor thereunder. Custom-Bilt has deposited with

Boeing the sum of \$1,275 as the rent due under the Sublease for the twelfth month (April, 1972), which deposit shall be transferred to the County by January 1, 1972. This assignment is subject to receipt by Boeing prior to January 1, 1972, of Custom Bilt's written consent and agreement to release Boeing from and look solely to the County under the Sublease from and after January 1, 1972.

4. Payment

4.1 As consideration for termination of the Lease as to Area No. 5, and assignment of the Sublease with Custom Bilt the County covenants and agrees to pay to Boeing the total sum of \$200,000 to be paid as follows:

4.1.1 \$200,000 to be paid on January 1, 1972.

Provided that if the \$200,000 is not paid on or before January 1, 1972, this amount may be credited against the following amounts payable, by Boeing, to the County:

\$80,654.50 to be applied in payment of the rental due under the lease on January 1, 1972.

\$1,275 (Custom-Bilt) lease deposit due under the terms of this Agreement on January 1, 1972.

\$80,654.50 plus interest at 6% per year shall be credited against the rental due under the lease on July 1, 1972.

\$37,416.00 plus interest at 6% per year shall be credited against the rental due under the lease on January 1, 1973.

4.2 The County agrees to indemnify and save Boeing harmless from any and all claims, demands and liability for any state, county or municipal taxes owing or claimed to be owing, arising out of or assessed by reason of this agreement or the transfers herein made, including without limitation, sales taxes, use taxes and excise taxes.

5. Possession and Leasing.

The County shall be entitled to take possession of Area No. 5 on December 1, 1971, and to lease the same and retain the rent, except that the rent due under the existing Custom-Bilt Sublease for December, 1971 shall be paid to and retained by Boeing.

6. Risk of Loss and Insurance.

Commencing at 12:01 A.M. on December 1, 1971, the County (a) assumes all risk of loss of or damage to Area No. 5, including all improvements located thereon, (b) agrees that no such loss or damage shall constitute a failure of consideration, and (c) agrees that it will maintain fire and extended coverage insurance on all improvements located on Area No. 5 to the full insurable value thereof, which insurance shall name Boeing as an additional insured and be for the benefit of the County and Boeing as their interests may appear, until the sum specified in paragraph 4.1 has been paid in full.